AGREEMENT

THIS AGREEMENT dated this 15th day of October, 2002, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and MAXIMUS, INC, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has chosen to solicit competitive bids from contractor for such services; and

WHEREAS, the Contractor is staffed with personnel knowledgeable and experienced in the requirement of developing and negotiating such governmental cost allocation plans; and

WHEREAS, the County desires to engage the Contractor to assist in developing a Full Cost Plan, an OMB Circular A-87 Cost Plan and a Risk Financing Cost Plan.

NOW, THEREFORE, the parties hereto agree as follows:

1. EMPLOYMENT OF CONTRACTOR.
The County agrees to engage the Contractor, and the Contractor hereby agrees to perform the following services.

2. SERVICES TO BE PROVIDED
The Contractor hereby agrees to develop the Leon County Cost Allocation Plan in accordance with the scope of work listed below, and more specifically described in attachment A:

a. Preparation of indirect cost allocation plan based on actual expenditures for fiscal year ending September 30, 2002.

b. Preparation of indirect cost proposals and indirect cost rates, as determined by the County.

c. Review the nature and scope of services for each central service versus receiving department.

d. Develop appropriate cost pools for each central service department.

e. Review current Federally funded County programs and evaluate the contribution of administrative and central services to their support.

f. Review current internal services fund operations and evaluate the contributions of administrative and central services to their support.

g. Review County administrative and central service expenses that can be allocated to an indirect cost pool.

h. Prepare a central services cost allocation plan that meets current Federal guidelines for the fiscal year ended September 30, 2002.

i. The Contractor shall negotiate and have accepted, as required by the federally designated cognizant agency, the central services cost allocation plan. The Contractor shall substantiate negotiations with comprehensive work papers which will become the property of the County.

j. The plan should use a double step-down allocation procedure to distribute costs among cental services and other departments that receive benefits.

k. Monitor first year recoveries to ensure that all allowable recoveries are realized.

l. Provide for the defense of the cost allocation plans for a period of three (3) years after delivery should plan be challenged by Federal, state or local agency.

m. The Contractor shall prepare a County-wide full cost plan. The Contractor shall also prepare a separate Risk Financing Plan which will identify additional allocations not otherwise included in the plan described above.

n. Include a comparative variance analysis of year-to-year data in each cost plan. The comparative analysis shall include the prior year and current year allocable costs of each central service department and the prior year and current year costs allocated to user departments.

o. Provide the cost plan summary data, inclusive of the comparative variance analysis electronically in a spreadsheet format.

q Analyze/update costs allocated by function and department to insure that the application of allocation bases correlate with the benefits derived by receiving departments.

r. Analyze/update the detailed schedule of allocation of each of function, excluding General Administration.

s. Analyze/update the departmental cost allocation summaries, these schedules summarize, departmental costs allocated by function.

t. Include work papers with all drafts of Full-Cost, OMB Circular A-87 and Risk Financing Cost Plans to the County.

u. Deliver five(5) copies, four (4) bound and one (1) unbound, of the final Full-Cost, OMB Circular A-87, and Risk Financing Cost Plans to the Office of Management & Budget.

v. Furnish the County with four (4) copies of work papers with attendant footnotes for the accepted plans.

v. County hereby acknowledges that the Contractor will not be providing any computer software or hardware as part of the services to be provided.

3. WORK

Any work to be performed shall be upon the written request of the Budget Director or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

4. TIME OF PERFORMANCE

The work to be performed under this contract shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of this agreement. A draft plan will be delivered to the county by December 16, 2002. A final plan will be delivered by January 20, 2003. If the work to be performed under this agreement is not completed within the time set forth above, the contractor shall be deemed in default. Provided however, the Contractor shall not be deemed in default for delays in performance caused in whole or in part by the County or third parties over which the Contractor does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein.

5. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County a total sum of $13,000 upon completion of the work and acceptance of it as satisfactory.

6. PAYMENTS

The County shall pay 60% of contract sum upon submission of draft plans, 30% of contract sum upon submission of final plans and 10% of contract amount upon approval of plan by the county. Provided however, in the absence of

written notice to the Contractor within thirty (30) days of the County's final report, the final report and all associated services shall be deemed accepted and the final payment shall be due and owing to Contractor.

7. CHANGES
The County may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendment to this agreement.

8. STATUS
The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

9. INSURANCE
Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contract.

a. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

b. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

a). The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b). The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
d). The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

d. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

e. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

f. Leon County must be named as an additional named insured with respect to any policy in connection with this contract.

10. LICENSES
The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENT
This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. INFORMATION AND REPORTS
The Contractor shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County.

13. RECORDS AND INSPECTIONS
The Contractor shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have reasonable access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

14. COPYRIGHTED MATERIALS
The County acknowledges that the reports produced by the Contractor's proprietary software, and its methodology, are copyrighted. County agrees that all ownership rights and copyrights thereto lie with Contractor. County may use them solely for and on behalf of County's operations. County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees to satisfy its obligations with respect to use, copying, protection and security.

15. SERVICES AND MATERIALS TO BE FURNISHED BY THE COUNTY
The County shall furnish, within its ability, the Contractor with all available necessary information, data, and material, pertinent to the execution of this agreement. The Contractor will assume, without incurring any liability therefore, that all financial and statistical information provided to the Contractor by the County, its employees or representative is accurate and complete. The County, its employees or representatives further assume all responsibility for accurate and timely provision of relevant information to Contractor. Contractor shall assist County, its employees or representatives in identifying relevant information.

16. HOLD HARMLESS
The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any negligent, reckless or wrongful act or omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or

allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

17. TERMINATION
Either party may terminate this Contract by giving the other party hereto thirty (30) days written notice of termination.

The County shall not be required to give Contractor such thirty (30) day written notice if, in the reasonable opinion of the County, the Contractor is unable to perform its obligations hereunder without the fault or negligence of the County, or if in the County's reasonable opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

18. REVISIONS
In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

19. CONSTRUCTION
The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

20. NOTICES Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Mr. Alan Rosenzweig, Director
Office of Management and Budget
LEON COUNTY
301 S. Monroe Street, Suite 502
Tallahassee, Florida 32301
(850) 488-9775

Mr. Robert Wigen
Manager Cost Allocation
MAXIMUS, INC.
1949 Commonwealth Lane
Tallahassee, Florida 32303
(850) 386-1101

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WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR Manager, MAXIMUS

WITNESS: Georgette Daniels BY: Georgette Daniels

WITNESS: BY: Alan Rosenzweig

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 15th day of October, 20 02

By Robert Wigen (Name of officer or agent, title of officer or agent), of Maximus, Inc. (Name of corporation acknowledging),

a Florida (State or place of incorporation) corporation, on behalf of the corporation.

He/she is personally known to me or has produced Florida Driver License (type of identification) as

Nan M. Swain
Signature of Notary

NAN M. SWAIN
Notary Public State of Florida
My Commission Expires June 24, 2004
CCMM # CC924267

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

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LEON COUNTY, FLORIDA

BY: _____
Ron Winchester, Chairman
Board of County Commissioners

DATE: 10/23/02

ATTEST:

Bob Inzer, Clerk of Circuit Court

By: _____

Approved as to Form:

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

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